

Exhibit A

to

**DEFENDANT'S NOTICE OF REMOVAL
TO THE UNITED STATES DISTRICT
COURT FOR THE DISTRICT OF
NEVADA**

Exhibit A

SEP 16 2014

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO
ATTORNEYS AT LAW

8345 WEST SUNSET ROAD, SUITE 250
LAS VEGAS, NEVADA 89113
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E-Mail: info@kcnvlaw.com

DATE: September 15, 2014

FACSIMILIE - 480-994-4096 &
CERTIFIED MAIL - RETURN RECEIPT REQUESTED

TO: Nancy Vander Kooi
CAG Acceptance, L.L.C.
c/o Chapman Automotive Group, LLCP. O. Box 12375
Tempe, AZ 85284

RE: Process Served in Nevada

FOR: CAG Acceptance, L.L.C.

Enclosed are copies of legal process received by the statutory agent of the above company as follows:

1. TITLE OF ACTION: Mary Gibbs-Bolender, individually and on behalf of all persons similarly situated,
Plaintiffs
vs.
CAG Acceptance, L.L.C., a foreign corporation;
Does I through X, inclusive; and Roes 1 through 10,
inclusive,
Defendants
2. DOCUMENT(S) SERVED: Summons and Complaint
3. COURT AND CASE NO.: Eight Judicial District Court
Clark County, Nevada
Case No.: A-14-706754-B
Dept No.: XIII
4. NATURE OF ACTION: Class Action, Violations of NRS Chapters 97,104,
598; breach of Implied Covenant of Good Faith and
Fair Dealing

6. HOW SERVED: **Personal Service**
7. DATE OF SERVICE: **September 15, 2014**
8. DATE FOR APPEARANCE OR ANSWER DUE: **October 06, 2014**
9. ATTORNEY(S) FOR PLAINTIFF(S): **Sophia A. Medina, Esq.
Nevada Bar No.: 12446
Legal Aid Center of Southern Nevada, Inc.
725 E. Charleston Blvd.
Las Vegas, NV 89104
Phone: (702) 386-1070 x 1435**
10. REMARKS: **For your information.**

SIGNED:


PROCESS COORDINATOR

You are advised that the attached document contains certain deadlines, the failures of which to meet may result in severe financial or other legal ramifications to you. Kaempfer Crowell Renshaw Gronauer & Fiorentino does not undertake to represent you in this matter unless we are specifically retained to do so. Information contained on this transmittal form is recorded for Kaempfer Crowell Renshaw Gronauer & Fiorentino's record keeping purposes only and to permit quick reference for the recipient. This information does not constitute a legal opinion as to the nature of the action, the amount of damages, the answer or other response date, or any information that can be obtained from the documents themselves. The recipient is responsible for interpreting the documents and for taking the appropriate action.

ORIGINAL
District Court
Clark County, Nevada

MARY GIBBS-BOLENDER, individually and on
behalf of all persons similarly situated,

Plaintiffs,

vs.

CAG Acceptance, L.L.C., a foreign corporation;
DOES I through X, inclusive; and ROES I through 10,
inclusive,

Defendants.

Case No.: A-14-706754-B

Dept. No: XIII

SUMMONS

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD
UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.**

TO THE DEFENDANT(S): A civil Complaint has been filed by the plaintiff(s) against you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you, exclusive of the day of service, you must do the following:

(a) File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee.

(b) Serve a copy of your response upon the attorney whose name and address is shown below.

2. Unless you respond, your default will be entered upon application of the plaintiff(s) and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.

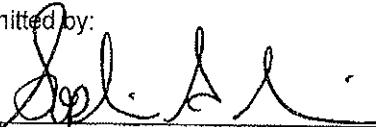
3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

4. The State of Nevada, its political subdivision, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

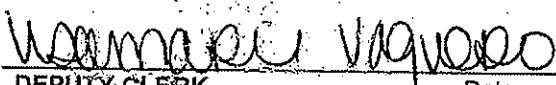
Submitted by:

STEVEN D. GRIERSON

Clerk of the Court


SOPHIA A. MEDINA, ESQ.
Nevada Bar #12446
LEGAL AID CENTER OF SOUTHERN NEVADA, INC.
725 E. Charleston Blvd.
Las Vegas, NV 89104
(702) 386-1070 Ext. 1453
Attorney for Plaintiff

By:


DEPUTY CLERK
Regional Justice Center
200 South Third Street
Las Vegas, Nevada 89155
LISAMARIE VAQUERO

Date

9-11-14

NOTE: When service is by publication, add a brief statement of the object of the action.
See Rules of Civil Procedure, Rule 4(b).

STATE OF _____)

COUNTY OF _____)

)

ss:

AFFIDAVIT OF SERVICE

_____, being duly sworn says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, not a party to or interested in the proceeding in which this affidavit is made. That affiant received _____ copy(ies) of the Summons and Complaint, _____

_____ on the _____ day of _____, 20____, and served the same on the _____ day of _____, 20____, by:

(Affiant must complete the appropriate paragraph)

1. delivering and leaving a copy with the defendant _____ at (state address) _____.
2. serving the defendant _____ by personally delivering and leaving a copy with _____, a person of suitable age and discretion residing at the defendant's usual place of abode located at: (state address) _____.

(Use paragraph 3 for service upon agent, completing A or B)

3. serving the defendant _____ by personally delivering and leaving a copy at: (state address) _____.
 - a. with _____ as _____, an agent lawfully designated by statute to accept service of process;
 - b. with _____, pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which address is the address of the resident agent as shown on the current certificate of designation filed with the Secretary of State.
4. personally depositing a copy in a mail box of the United States Post Office, enclosed in a sealed envelope postage prepaid (check appropriate method):

_____ ordinary mail
 _____ certified mail, return receipt requested
 _____ registered mail, return receipt requested

addressed to the defendant _____ at the defendant's last known address which is (state address): _____.

 Signature of person making service

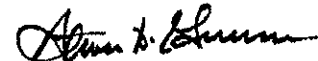
SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____.

NOTARY PUBLIC in and for said County and State

My commission expires: _____

(SEAL)

Electronically Filed
09/10/2014 09:42:35 AM



CLERK OF THE COURT

COMPB

DAN L. WULZ, ESQ.

Nevada Bar No.: 5557

SOPHIA A. MEDINA, ESQ.

Nevada Bar No.: 12446

**LEGAL AID CENTER OF
SOUTHERN NEVADA, INC.**

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J. RANDALL JONES, ESQ.

Nevada Bar No.: 1927

CAROL L. HARRIS, ESQ.

Nevada Bar No.: 10069

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3800 Howard Hughes Pkwy, 17th Floor

Las Vegas, Nevada 89169

Telephone: (702) 385-6000

Facsimile: (702) 385-6001

c.harris@kempjones.com

Attorneys for Class

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

MARY GIBBS-BOLENDER, individually and
on behalf of all persons similarly situated,

Plaintiffs,

vs.

CAG Acceptance, L.L.C., a foreign corporation;
DOES I through X, inclusive; and ROES 1
through 10, inclusive,

Defendants.

Case No.: A- 14- 706754- B

Dept. No: XIIII

(Exempt from Arbitration – Class Action;
Declaratory and Injunctive Relief Sought)

CLASS ACTION COMPLAINT

Plaintiff, MARY GIBBS-BOLENDER, individually and on behalf of all others similarly
situated (hereafter "Class Representative"), by and through counsel, Dan L. Wulz, Esq., and

Sophia A. Medina, Esq., of Legal Aid Center of Southern Nevada, Inc., and J. Randall Jones, Esq., and Carol L. Harris, Esq., of Kemp, Jones & Coulthard, LLP, hereby files this COMPLAINT against Defendants, CAG Acceptance, L.L.C., a foreign corporation; DOES I through X, inclusive, and ROES 1 through 10, inclusive, and alleges and states as follows:

I. INTRODUCTION

1. This is a class action complaint to redress the statutory and common law violations committed by Defendant, C.A.G. Acceptance, L.L.C., a foreign corporation through the installation and operation of the "Passtime Elite GPS" device on the Class' vehicles, and disregarding the Class' Retail Installment Sales Contracts ("RISC"). Defendant was assigned the RISC for each class member and in turn violated NRS Chapters 97, 104 and 598. Defendant then committed the tort of trespass to chattels by wrongfully rendering Plaintiff's and members of Subclass A's vehicles inoperable prior to default as defined in the RISC. Defendant also breached the contract and the implied covenant of good faith and fair dealing. Plaintiff and the Class, as defined, seek declaratory and injunctive relief, as wells as costs and attorney's fees. Plaintiff and Subclass A, as defined, seek the same relief, plus damages, statutory damages, and punitive damages.

II. PARTIES

2. Class Representative, MARY GIBBS-BOLENDER, is, and was at all times relevant herein, a resident of the State of Nevada, County of Clark, City of Las Vegas.

3. Defendant, CAG Acceptance, L.L.C., is a foreign limited-liability company organized in Arizona and existing under and by virtue of the laws of the State of Arizona, is authorized to do business in Nevada, and may be served with process by service upon its registered agent Kaempfer, Crowell, Renshaw, Gronauer & Fiorentino, LTD, 510 W Fourth St., Carson City, NV, 89703.

4. Pursuant to NRCP 10(a) and *Bender v. Clark Equipment Co.*, 111 Nev. 884, 845, 897 P.2d 208, 209 (1995), the identity of Defendants designated as DOES I through X and ROE Corporations 1 through 10 are unknown at the present time; however, it is alleged and believed that these Defendants were involved in the initiation, approval, support, or execution of the wrongful acts upon which this litigation is premised, or of similar actions directed against Plaintiff of which she is presently unaware. As the specific identities of these parties are revealed through the course of discovery, the DOE and ROE Corporation appellation will be replaced to identify these parties by their true names and capacities.

III. JURISDICTION

5. Class Representative, MARY GIBBS-BOLENDER, is a resident of the State of Nevada, County of Clark, City of Las Vegas.

6. Defendant, CAG Acceptance, L.L.C., is a business entity registered with the Nevada Secretary of State and which conducts business in the State of Nevada, County of Clark, City of Las Vegas.

7. The transactions and occurrences that give rise to Plaintiff's individual claims against Defendant occurred in the City of Las Vegas, County of Clark, Nevada. The transactions and occurrences that give rise to the claims of the Class against Defendant occurred in the State of Nevada.

8. The Class seeks declaratory and injunctive relief, as well as actual, punitive, and statutory damages in an amount exceeding \$10,000.00.

9. The Eighth Judicial District Court, Clark County, Nevada has personal jurisdiction over both Plaintiff and Defendant and subject matter jurisdiction pursuant to the Article 6 Section 6 of the Nevada Constitution and NRS 4.370.

IV. FACTUAL ALLEGATIONS

10. Plaintiff, MARY GIBBS-BOLENDER, (hereinafter "Ms. Gibbs-Bolender" or

"Class Representative") repeats and re-alleges the allegations contained in paragraphs 1 through 9 as if fully set forth herein.

11. Ms. Gibbs-Bolender is a single mother of three, two 15-year olds and one 10-year old. Her 10-year old child is chronically ill with asthma and eczema which causes a low immune system and recently suffered the loss of her father. Mary is unable to work because of the amount of doctor's and counseling appointments that her child needs.

12. On September 6, 2013, Ms. Gibbs-Bolender went to Chapman Chrysler Jeep, located on 930 Auto Show Drive, Henderson, NV, 89014, in order to purchase a vehicle for personal use to take her chronically ill child to regular trips to the doctor.

13. Ms. Gibbs-Bolender decided to purchase, on credit, a used, 2005 Chrysler Town & Country LX, VIN 2C4GP44R85R469523 (hereinafter "the vehicle") for a total sales price of \$12,579.89. The dealer, Chapman Chrysler Jeep, prepared a "Simple Interest Vehicle Contract and Security Agreement" dated September 6, 2013, also known as a NRS Chapter 97 Retail Installment Sales Contract (hereinafter "RISC"), attached hereto as **Exhibit 1**.

14. The RISC, identifying Chapman Chrysler Jeep as the creditor, states a down payment of \$1,000.00, paid in cash, leaving \$11,579.89 as the "Amount Financed" with \$5,944.46 as the "Finance Charge." See Ex. 1.

15. The RISC provides "Your payment schedule will be:" 45 monthly payments of \$389.43 beginning October 21, 2013. See Ex. 1.

16. The RISC, as required by law (NRS 97.301, NRS 97.299, NAC 97.050), defines default for nonpayment as the failure to make a payment later than 30 days past the due date required by the agreement. See Ex. 1.

17. While purchasing the vehicle, the salesperson did not inform Plaintiff about any GPS device on her vehicle. A GPS device was first mentioned while Plaintiff was signing all the sales documents after she paid her down payment. As Plaintiff was driving the car off of the lot,

the salesperson placed the GPS documents and associated DVD into her glove box and stated "everything you need to know is on the DVD." See CAG Operation Instructions, attached hereto as **Exhibit 2**.

18. On September 12, 2013, after being assigned the RISC, CAG Acceptance, L.L.C., (hereinafter "CAG" or "Defendant") sent Plaintiff a "welcome letter" incorrectly stating that CAG was her "loan servicer" and how to make payments. The letter did not discuss the "Passtime Elite GPS" device on the vehicle. See the September 12, 2013 Welcome Letter, attached hereto as **Exhibit 3**.

19. Plaintiff made her first payment, October 21, 2013 on time.

20. In October 2013, prior to the second payment's due date, Plaintiff moved to a new address due to issues in her daughter's school. Additionally in October, 2013, Plaintiff's medical insurance company, NV Check Up, had closed and shifted to Medicaid. In the transition period between NV Check Up and Medicaid, Plaintiff was forced to pay out of pocket for her daughter's prescriptions. Because of the added moving and medical expenses, Plaintiff contacted Defendant to let it know she would be unable to make the second payment (November 21, 2013) on time.

21. When Ms. Gibbs-Bolender notified CAG of her difficulties making the November payment, the parties negotiated for Plaintiff's payments to now be due on the first of each month rather than the 21st of each month. So at that point, Ms. Gibbs-Bolender's next payment would be due December 1, 2013. See Loan Modification, attached hereto as **Exhibit 4**.

22. Plaintiff was able to make the December, 2013 and January and February, 2014 payments in full and on time.

23. On March 11, 2014, Defendant contacted Plaintiff to inform her that her check for the March 1, 2014 payment had been dishonored. Despite explaining her situation, Defendant remotely disabled Plaintiff's vehicle on March 11, 2014, for non-payment, 20 days prior to

default for non-payment as defined in the RISC.

24. On March 14, 2014, Plaintiff's child became ill, and Plaintiff was unable to drive her child to the hospital because the vehicle was disabled. She was unable to take her 10-year old child to the hospital as her insurance did not cover ambulance rides.

25. Because Plaintiff's vehicle was disabled, Plaintiff also had to cancel her 10-year old child's scheduled doctor's appointments.

26. On March 19, 2014, Plaintiff brought her account current for the month, and CAG reactivated her vehicle, although Plaintiff lost 9 days of use of the vehicle.

27. On or about April 1, 2014, Plaintiff contacted CAG and notified it that she would only be able to make a partial payment for April. CAG agreed and allowed her to make a partial payment on April 1 and pay the remainder on April 16 with an additional \$4.00 charged to her card for each payment. CAG's employee, David, told Plaintiff that this would be the only time that they allow her to make a partial payment. Plaintiff set her account to automatically charge the payment to her credit card on April 16, 2014.

28. On April 16, 2014, 15 days prior to default for non-payment as defined in the RISC, CAG remotely disabled the vehicle for non-payment. When Plaintiff contacted Defendant and demanded her vehicle to be restarted, Defendant attempted to charge Plaintiff \$10.00 rather than the \$4.00 agreed to on April 1, 2014. After asking why she needed to pay \$10 rather than the agreed \$4.00, Defendant's employee stated "to teach customers a lesson for bouncing a check." Plaintiff was able to get Defendant to start her vehicle after a phone conversation which lasted more than an hour.

29. Because Defendant disabled Plaintiff's vehicle on April 16, 2014, for non-payment for over an hour, Plaintiff was unable to drive one of her 15-year old children to a scheduled doctor's appointment.

30. Plaintiff was unable to pay the full amount on June 1, 2014. As a CAG employee

told Plaintiff that she was not allowed to make any more partial payments, Plaintiff did not attempt to do so. Consequently, Defendant remotely disabled the vehicle on June 7, 2014, for non-payment, 23 days prior to default for non-payment as defined in the RISC. Plaintiff paid the balance on June 15, 2014, and Defendant restarted the vehicle the same day, although Plaintiff lost 9 days of use of the vehicle.

31. Because Defendant remotely disabled the vehicle, Plaintiff was unable to drive her child to a scheduled doctor's appointment on June 13, 2014.

32. According to the Kelley Blue Book, the suggested retail value of the vehicle at the time of the electronic repossession was approximately \$4,850.00. See Kelley Blue Book Older Car Guide May – August 2013, attached hereto as **Exhibit 5**.

33. The average rental car value, based upon the rates of three commercial rental car companies, of a vehicle similar to that of Ms. Gibbs is \$96.45 per day. See Rental Car Quotes, attached hereto as **Exhibit 6**.

V. CLASS ACTION ALLEGATIONS

34. This is a uniquely local class action on behalf of the victims of Defendant's repeated violations of NRS and NAC Chapter 97 as well as NRS Chapter 104. The violations of Nevada law regarding contracts formed in Nevada makes this an intrastate controversy against a local defendant whose practices have deprived CAG's Nevada customers of their rights under Nevada's laws, statutes, and regulations.

35. The Class Representative brings this action individually and on behalf of all others similarly situated pursuant to NRCP 23(a) and NRCP 23(b)(1), (b)(2), or (b)(3). The Class consists of the Class and Subclass A. The Class seeks declaratory and injunctive relief and consists of all individuals who purchased a vehicle on credit in the State of Nevada within 4 years prior to the date of the filing of this Complaint, pursuant to a Retail Installment Sales Contract that was assigned to Defendant, and which vehicle was equipped with any device

allowing Defendant to remotely disable it, and with terms or asserted rights contrary to those stated in the Retail Installment Sales Contract required by NRS Chapter 97. Subclass A consists of all individuals in the Class as defined and seeks the same declaratory and injunctive relief, but also seeks damages as a result of having additionally experienced disablement of their vehicle by Defendant for non-payment prior to being in default for non-payment as defined by the RISC as required by law.

36. Numerosity. Membership in the Class is so numerous as to make joinder of all Class members impracticable. During the time period applicable to the Class, upon information and belief, there are roughly two thousand members of the Class as defined. In 2010, CAG had been assigned 35 such RISCs; assigned 591 such RISCs in 2011; assigned 698 such RISCs in 2012; and assigned 105 such RISCs from January 2013 through April 2013. See CAG Acceptance Legislative Data attached hereto as **Exhibit 7**. On information and belief, all of the consumers in the Class as defined were given the same "Operation Instructions" discussed below. Further, on information and belief, Subclass A as defined is so numerous as to make joinder of all Subclass A members impracticable, as it is believed discovery will show that hundreds of Subclass A members had their vehicles remotely disabled by Defendant for non-payment prior to default for non-payment as defined in the NRS Chapter 97 RISC. The disposition of the Class's and Subclass A's claims in a class action will obviate the need for repeated individual adjudications of the same issues.

37. Commonality. There are questions of law or fact common to all members of the Class and Subclass A that control this litigation and which predominate over any individual issues. The common questions of law or fact include, but are not limited to, the following: (a) whether the Class is entitled to injunctive relief to enforce the terms of their NRS Chapter 97 RISCs providing the consumer is not in default for non-payment until 30 days past due, and enjoin Defendant's inconsistent assertion that it can electronically disable a vehicle for non-

payment when 2 days past due; (b) whether Defendant has violated NRS 97.165 (commonly known as the "one document rule") by providing to the Class the "Operation Instructions" document with terms contrary to those agreed upon in the NRS Chapter 97 RISC; (c) whether, in intentionally intermeddling with and depriving the use of Subclass A's vehicles, Defendant committed the tort of trespass to chattels; (d) whether Defendant has violated NRS 104.9609 by rendering Subclass A's vehicles unusable prior to default; (e) whether Defendant, by knowingly violating state statutes and regulations, has committed a deceptive trade practice as defined by NRS 598.0923(3) as to the Class; (f) whether Defendant has breached its contracts as to the Class by purporting to change the default date for nonpayment defined in the RISCs; (g) whether, through its transactions with the members of the Class, Defendant has breached the implied covenant of good faith and fair dealing; and (h) whether the Class has a remedy for Defendant's actions as described and, if so, the nature of that remedy.

38. Typicality. The claims of the Class Representative are typical of the claims of the Class and Subclass A in that each seeks the same remedies and relief upon the same legal theories and operable facts, and the Class Representative has no interest adverse to the interests of the other members of the Class and Subclass A.

39. Adequacy of Representation. The Class Representative and experienced Class Counsel will fairly and adequately protect the interests of the Class.

40. Superiority. A class action is superior to other methods for the fair and efficient adjudication of this controversy because, inter alia: (a) the prosecution of separate actions would create a risk of inconsistent or varying adjudications, making this case suitable for certification as a class action under NRCP 23(b)(1); (b) Defendant has acted or refused to act on grounds generally applicable to the Class and Subclass A, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole, and making the case suitable for certification under NRCP 23(b)(2); (c) the complexity of the issues involved,

the size of the individual Class member's claims, and the limited resources of the Class members would clearly make it impracticable for all individual members of the Class to individually seek legal redress for the actions of Defendant, making a class action superior to other available methods for the fair and efficient adjudication of the controversy, and questions of law or fact common to the members of the Class predominate over any questions affecting only individual members, making the case suitable for certification under NRCP 23(b)(3); (d) this action would facilitate an orderly and expeditious resolution of the Class' claims, and will foster economies of time, effort, and expense; (e) when the Court has adjudicated whether Defendant is liable, then the claims of all Class members may be determined by the Court; and (f) this action presents no difficulty that would impede its maintenance by the Court as a class action and is the best available means by which the Class Representative and all Class members may seek redress for the harm caused by Defendant.

VI. CLAIMS FOR RELIEF

41. Class Representative repeats and re-alleges the allegations contained in all prior paragraphs as if fully set forth herein.

A. INJUNCTIVE RELIEF TO ENFORCE CONTRACT (ALL CLASSES)

42. The RISC required by NRS 97.301, NRS 97.299, and NAC 97.050, provides as to "Default": "If you default in the performance of this agreement, because (1) you fail to make a payment later than 30 days past the due date required by the agreement...." (Ex. 1)

43. Contrary to the RISC required by law, the "Operation Instructions" provides: "You are given a two day grace period after your payment is due to get your payment to CAG Acceptance... On the third day, if payment is not received, your vehicle will not start." (Ex. 2.)

44. The provision in the "Operation Instructions", as alleged in paragraph no. 43 above, violates NRS 97.301, NRS 97.299, and NAC 97.050 in failing to provide a 30-day grace period before a buyer is in default for nonpayment.

45. Additionally, NRS 104.9609(1)(c) provides that after default a secured party may render equipment unusable.

46. As stated above, the RISC defines default as failure to make a payment later than 30 days past the due date required by the agreement. (Ex. 1.)

47. Here, in Ms. Gibbs-Bolender's case, Defendant rendered her vehicle unusable 20 days prior to default in March, 15 days prior to default in April, and 24 days prior to default in June.

48. Therefore, Defendant breached the contract required by NRS 97.301, NRS 97.299, and NAC 97.050 as well as violated NRS 104.9609 on three separate occasions by disabling Plaintiff's vehicle prior to default for nonpayment.

49. Defendant has no right to continue remotely disabling the vehicles of the Class prior to default for nonpayment as defined by the NAC 97.050 contract. (Ex. 1.)

50. Sudden, unlawful deprivation of personal transportation by Defendant's ongoing daily use of electronic disablement of the personal vehicles of the Class constitutes irreparable harm or harm for which monetary compensation alone is inadequate.

51. As a proximate result of the Defendant's past and ongoing unlawful actions, the Class continues to suffer the irreparable harm described above for which monetary compensation is inadequate.

52. The Class seeks injunctive relief to enforce the RISC and prevent Defendant from further operation of the "Passtime Elite GPS" device before the Class is in default for nonpayment as defined under the RISC.

53. Additionally, NRS 104.9625(1) provides that if "a secured party is not proceeding in accordance with this article, a court may order or restrain collection, enforcement or disposition of collateral on appropriate terms and conditions."

54. Under the common law, NRS Chapter 30, and NRS 104.9625(1), the Class seeks

injunctive relief restricting Defendant from further use of the "Passtime Elite GPS" starter interruption device before the Class is in default as defined through the RISC.

B. TORT OF TRESPASS TO CHATTELS (SUBCLASS A)

55. Defendant committed the intentional tort of trespass to chattels against Subclass A's vehicles, and the interference is so frequent that it may rise to the intentional tort of conversion.

56. Trespass to chattels may occur when a person intentionally uses or intermeddles with a chattel in the possession of another. "A person will be liable to the possessor of the chattel only if: '(a) he dispossesses the other of the chattel, or (b) the chattel is impaired as to its condition, quality, or value, or (c) the possessor is deprived of the use of the chattel for a substantial time, or (d) bodily harm is caused to the possessor, or harm is caused to some person or thing in which the possessor has a legally protected interest.'" *Cerros v. N. Las Vegas Police Dep't*, 2008 U.S. Dist. LEXIS 22636, 10-11 (D. Nev. Feb. 28, 2008) (citing Restatement (Second) of Torts § 217 (1965)).

57. From March 11, 2014 – March 19, 2014; April 16, 2014; and June 7, 2014 – June 15, 2014, Plaintiff was not in default of her obligations under the retail installment sales contract for her 2005 Chrysler Town & Country LX. During time periods to be determined through discovery, each member of Subclass A was not in default of his/her obligations under the RISC for his/her vehicle.

58. From March 11, 2014 – March 19, 2014; April 16, 2014; and June 7, 2014 – June 15, 2014, Defendant intermeddled with Plaintiff's chattel, i.e. the 2005 Chrysler Town & Country LX, by remotely disabling the ignition and preventing the vehicle from being used prior to being in default for nonpayment. During time periods to be determined through discovery, Defendant intermeddled with each member of Subclass A's chattel, i.e. his/her vehicle, by remotely disabling the ignition and preventing the vehicle from being used prior to being in

default for nonpayment.

59. Through Defendant's intermeddling with Plaintiff's vehicle, she was deprived of the use of the chattel for the substantial time period of 18 days. Through Defendant's intermeddling with the vehicle of each member of Subclass A, he/she was deprived of the use of the chattel for time periods to be determined in discovery.

60. As a result of Defendant's trespass against the property of each member of Subclass A, each member of Subclass A suffered loss of use of his/her vehicle as the natural and probable result of Defendant's tortious act.

61. "A party may recover loss of use damages for the time period in which that party has lost use of her personal vehicle as a result of damages to her automobile. These damages may be measured by reasonable rental car costs for a reasonable period ..." Dugan v. Gotsopoulos, 117 Nev. 285, 289, 22 P.3d 205, 207-08 (2001). Additionally, a party does not need to actually rent a vehicle to recover loss of use damages if that party is financially unable to rent a vehicle. Id.

62. Taking the average between three quoted prices for 18 days of a rental minivan (similar to Plaintiff's vehicle) from leading rental car companies, the Class Representative sustained loss of use damages totaling \$1,736.15. See Ex. 6. A like amount is capable of computation for each member of Subclass A upon full discovery.

63. Defendant engaged in the intentional tort of trespass to chattels stated above with the intent to deprive Subclass A of its property rights. Further, Defendant knew of the probable harmful consequences of the wrongful acts and engaged in a willful and deliberate failure to act to avoid those consequences.

64. NRS 42.005(1) requires a finding of malice prior to awarding punitive damages. NRS 42.001(3) defines express or implied malice as "conduct which is intended to injure a person or despicable conduct which is engaged in with a conscious disregard of the rights or

safety of others." See also, *Evans v. Dean Witter Reynolds, Inc.*, 116 Nev. 598, 612, 5 P.3d 1043, 1052 (2000).

65. Defendant acted with malice, express or implied, in that Defendant's conduct was willful, intentional and done in reckless disregard of its possible results. Further, NRS 47.240(1) provides a conclusive presumption of a malicious and guilty intent from the deliberate commission of an unlawful act, for the purpose of injuring another.

66. Subclass A is entitled to punitive damages in an amount sufficient to punish Defendant and to deter others from like conduct.

67. Subclass A is entitled to recover attorney's fees under NRS 18.010 if it does not recover more than \$20,000.00.

C. VIOLATIONS OF NRS CHAPTER 97 (ALL CLASSES)

68. NRS 97.165 (commonly known as the "one document rule") provides in pertinent part: "Every retail installment contract must be contained in a single document which must contain the entire agreement of the parties, including any promissory notes or other evidence of indebtedness between the parties relating to the transaction...." (Emphasis supplied.)

69. "The purpose of the single document requirement is to protect buyers from the deception and ambiguities which can arise when multiple documents are used." *Kenworthy v. Bolin*, 564 P.2d 835, 838 (Wash. 1977).

70. In violation of NRS 97.165, Defendant created a separate document named "Operation Instructions" (Ex. 2) to be used in conjunction with the RISC, and which purports to vary the terms of the RISC.

71. The "Operation Instructions" document provides that Defendant installed a "Passtime Elite GPS system" in the Class members' vehicles. See (Ex. 2.)

72. NRS 97.301, using the mandatory "shall," requires that vehicle sellers use the forms prescribed pursuant to NRS 97.299. NRS 97.299, using the mandatory "shall," requires

the Commissioner of Financial Institutions to prescribe, by regulation, the forms for contracts to be used in the sale of vehicles. The Commissioner has done so at NAC 97.050, and using the mandatory "must," requires sellers to use the form contract provided by the regulation. The contract required by NRS 97.301, NRS 97.299, and NAC 97.050, provides as to "Default": "If you default in the performance of this agreement, because (1) you fail to make a payment later than 30 days past the due date required by the agreement...."

73. Contrary to the RISC required by law, the "Operation Instructions" provides: "You are given a two day grace period after your payment is due to get your payment to CAG Acceptance... On the third day, if payment is not received, your vehicle will not start." (Ex. 2.)

74. The provision in the "Operation Instructions", as alleged in paragraph no. 73 above, violates NRS 97.301, NRS 97.299, and NAC 97.050 in failing to provide a 30-day grace period before a buyer is in default for nonpayment.

75. Further, Defendant cannot purport to have consumers waive their NRS Chapter 97 rights or remedies as NRS 97.275(2) provides: "No act or agreement of the retail buyer before or at the time of making of a retail installment contract, retail charge agreement or purchases thereunder shall constitute a valid waiver of any of the provisions of this chapter or of any remedies granted to the buyer by law."

76. For violations of NRS Chapter 97, Defendant is barred by NRS 97.305 from the recovery of any finance charge, official fees, or any charge for delinquency or collection; meaning, as applied to Plaintiff individually, all Defendant can collect as assignee of the RISC is the vehicle selling price (\$10,999.00), plus sales tax (\$926.64), minus the down payment she paid (\$1,000.00), which equals \$10,925.64. A like amount is capable of computation for each member of the Class upon full discovery.

77. Furthermore, the Class is entitled to attorney's fees and costs if it recovers less than \$20,000 pursuant to NRS 18.010.

D. VIOLATIONS OF NRS CHAPTER 104 (ALL CLASSES)

78. Defendant violated NRS 104.1304 and NRS 104.9609; as such, the Class is entitled to remedies for violation of NRS 104.9609 et. seq., through NRS 104.9625.

1. Violation of NRS 104.1304 Obligation of Good Faith

79. The RISC is a contract covered within the Nevada Uniform Commercial Code.

80. Pursuant to NRS 104.1304, every contract within the Uniform Commercial Code imposes an obligation of good faith in its performance and enforcement.

81. Through transactions with the Class and Subclass A, Defendant did not deal in good faith. This is evidenced through the fact that the Class was provided additions to the RISC which violate NRS Chapters 97, 104 and 598 as alleged, and as to Subclass A, was wrongfully dispossessed of their vehicles on numerous occasions by rendering the vehicles unusable.

82. As a result of Defendant's actions, Plaintiff individually sustained loss of use damages in the amount of \$1,736.15 (Ex. 6), and each member of Subclass A sustained loss of use damages in an amount capable of computation to be determined through discovery.

83. Due to Defendant's failure to comply with NRS 104.1304, the Class was forced to hire an attorney and is therefore entitled to attorney's fees pursuant to NRS 18.010(2)(a) in the event of recovery of less than \$20,000.00.

2. Violation of NRS 104.9609

84. NRS 104.9609(1)(c) provides that after default a secured party may render equipment unusable.

85. As stated above, the RISC defines default as failure to make a payment later than 30 days past the due date required by the agreement. (Ex. 1.)

86. Here, Defendant rendered Plaintiff's vehicle unusable 20 days prior to default for nonpayment in March, 15 days prior to default for nonpayment in April, and 24 days prior to default for nonpayment in June, and rendered each member of Subclass A's vehicle unusable

prior to default for nonpayment for periods of time to be determined through discovery. A like determination is capable of being made for each member of Subclass A upon full discovery.

87. Therefore, Defendant violated NRS 104.9609 on multiple occasions by disabling the vehicles of Subclass A prior to default for nonpayment.

3. Remedies for Violations of NRS 104.9609 et. seq.,

88. NRS 104.9625(3)(b) provides that “[i]f the collateral is consumer goods, a person that was a debtor or a secondary obligor at the time a secured party failed to comply with this part may recover for that failure in any event an amount not less than the credit service charge plus 10 percent of the principal amount of the obligation or the time-price differential plus 10 percent of the cash price.” See also, *In re Schwalb*, 347 B.R. 726, 754 (Bankr. D. Nev. 2006).

89. In the Class Representative’s individual case, the credit service charge is \$5,944.45, and ten percent of the principal amount of the obligation is \$1,157.99. (Ex. 1.) Said amounts are capable of computation for each member of Subclass A upon full discovery.

90. Therefore, the Class Representative individually is entitled to \$7,102.44 pursuant to NRS 104.9625(3)(b). A like amount is capable of computation for each member of Subclass A upon full discovery.

91. Furthermore, NRS 104.9625(2) states that “a person is liable for damages in the amount of any loss caused by a failure to comply with this article.”

92. Due to CAG’s failure to comply with this article, Ms. Gibbs-Bolender has suffered loss of use damages in the amount of \$1,736.15 (Ex. 6). A like amount for loss of use is capable of computation for each member of Subclass A upon full discovery.

93. Additionally, NRS 104.9625(1) provides that if “a secured party is not proceeding in accordance with this article, a court may order or restrain collection, enforcement or disposition of collateral on appropriate terms and conditions.”

94. Pursuant to NRS 104.9625(1) the Class and Subclass A seeks injunctive relief

restricting Defendant from further use of the starter interrupt device prior to 30 days after a payment is due.

95. Due to Defendant's failure to comply with NRS 104.1304 and NRS 104.9609, the Class and Subclass A was forced to hire an attorney and is therefore entitled to attorney's fees pursuant to NRS 18.010(2)(a) in the event of recovery of less than \$20,000.00.

E. VIOLATIONS OF NRS Chapter 598 (ALL CLASSES)

96. NRS 598.0923(3) states that a person engages in a "deceptive trade practice" when in the course of his or her business, he or she knowingly violates a state or federal statute or regulation relating to the sale or lease of goods or services.

97. Defendant has, in the course of its business, knowingly violated state statutes and a regulation relating to the sale of goods: NRS Chapter 97 as alleged, NAC Chapter 97 as alleged, as well as NRS 104.1304 and 104.9609 as alleged.

98. Violations of NRS Chapter 598 are actionable pursuant to NRS 41.600.

99. NRS 41.600 allows actions to be brought by any person who is a victim of consumer fraud. NRS 41.600(2)(e) defines consumer fraud as "a deceptive trade practice as defined in NRS 598.0915 to 598.0925, inclusive.

100. As stated above, Defendant committed a deceptive trade practice as defined by NRS 598.0923(3). Therefore, Defendant committed consumer fraud as defined by NRS 41.600(2)(e), and The Class and Subclass A are entitled to the remedies provided through NRS 41.600(3).

101. Pursuant to NRS 41.600(3), the Class and Subclass A are entitled to recover any damages the Class sustained, any equitable relief that the court deems appropriate, and attorney's fees and costs.

102. As a result of Defendant's violation of NRS Chapter 598, Subclass A has suffered loss of use damages. See Ex. 6.

F. ANTICIPATORY BREACH OF CONTRACT (THE CLASS)

103. In Nevada, in order to have an anticipatory breach claim, there must be a repudiation of the contract. Additionally, "A contractual anticipatory repudiation must be clear, positive and unequivocal." *Covington Brothers v. Valley Plastering, Inc.* 93 Nev. 355, 360, 566 P.2d 814, 817.

104. Here, the Class and Defendant's assignor entered into valid and existing contracts for the purchase of their vehicles through the RISC. Ex.1.

105. The Class performed by making all payments on the vehicles prior to default for nonpayment stated in the contract.

106. The contract states the definition of default as "you fail to make a payment later than 30 days past the due date required by the agreement...." See Ex. 1.

107. Defendant clearly, positively, and unequivocally repudiated the contract by changing the 30-day past due period of default for nonpayment agreed to in the contract, and instead stating a 2-day past due period through the Operation Instructions placed inside the glove boxes of the Class members' vehicles. See Ex. 2.

108. By changing the period of default for nonpayment, Defendant anticipatorily breached the contract.

109. The Class seeks specific performance of the default terms agreed upon in the contract.

**G. BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
(ALL CLASSES)**

110. The Class and Defendant's assignor entered into contracts, the RISCs. (Ex. 1.)

111. It is well established within Nevada that every contract imposes upon the contracting parties the duty of good faith and fair dealing. *Hilton Hotels Corp. v. Butch Lewis*

Prods., 109 Nev. 1043, 1046 (Nev. 1993). Thus, Defendant owed a duty of good faith and fair dealing to the Class.

112. Through transactions with the Class and Subclass A, Defendant did not deal in good faith. This is evidenced through the fact that the Class was provided additions to the RISC which violated NRS Chapters 97, 104 and 598 as alleged, NAC Chapter 97 as alleged, as well as Defendant's numerous wrongful electronic repossessions.

113. The Class's expectation that Defendant would deal with it in good faith and fairly was denied by the above stated actions. Therefore, Defendant breached its duty of good faith and fair dealing.

114. As a result of Defendant's actions, Plaintiff individually sustained loss of use damages in the amount of \$1,736.15 (Ex. 6), and each member of Subclass A sustained loss of use damages in an amount to be determined through discovery.

115. Due to Defendant's failure to comply with the implied covenant of good faith and fair dealing, the Class and Subclass A was forced to hire an attorney and is therefore entitled to attorney's fees pursuant to NRS 18.010(2)(a) in the event of recovery of less than \$20,000.00.

H. REMEDIES/ADDITIONAL LEGAL THEORIES

116. Class Representatives incorporate all prior paragraphs as though fully set forth herein.

117. Whether viewed as equitable remedies for the aforementioned legal theories of recovery, or as equitable or statutory causes of action, the Class also seeks the following:

1. Declaratory Judgment

118. Declaratory relief is a historical equitable remedy. In addition, the State of Nevada has enacted the Uniform Declaratory Judgments Act, NRS 30.010 et seq. Further, NRCP 23(b)(2) authorizes declaratory relief where the party opposing the Class has acted or refused to act on grounds generally applicable to the Class.

119. The facts of this case state a justiciable controversy in which a claim of right is asserted against one who has an interest in contesting it.

120. The controversy is between persons whose interests are adverse.

121. The Class has a legally protectable interest in the controversy.

122. The issue involved in the controversy is ripe for determination.

123. This court has the power by law to declare the rights, status and other legal relations of the parties whether or not further relief is or could be claimed, and a declaration may be either affirmative or negative in form and effect, and such declarations have the force and effect of a final judgment or decree.

124. The Class seeks all equitable declaratory relief and/or statutory declaratory relief and/or NRCP 23(b)(2) declaratory relief that arises from or is implied by the facts, whether or not specifically requested, including but not limited to: (a) a declaration of the rights of the Class with respect to the conflicting default terms in the "Operation Instructions" and the NAC Chapter 97 Retail Installment Sales Contract, (b) a declaration that the Class is entitled to injunctive relief, (c) a declaration establishing that electronically disabling the Class' vehicles prior to the 30-day default defined in the RISC is both a breach of contract and unlawful, and (d) a declaration that the Class is entitled to attorney's fees and costs.

2. Injunctive Relief

125. Injunctive relief is a historical equitable remedy. In addition, the State of Nevada has enacted NRS 33.010 et seq. In addition, NRCP 23(b)(2) authorizes injunctive relief where the party opposing the Class has acted or refused to act on grounds generally applicable to the Class.

126. Additionally, NRS 104.9625(1) provides that if "a secured party is not proceeding in accordance with this article, a court may order or restrain collection, enforcement or disposition of collateral on appropriate terms and conditions."

127. The Class does not have an adequate remedy at law.

128. It appears from the facts alleged above herein that the Class is entitled to the relief demanded, and such relief or any part thereof consists in restraining the commission or continuance of the act(s) complained of, either for a limited period or perpetually, and accordingly the Class seeks all equitable injunctive relief that arises from or is implied by the facts, whether or not specifically requested, including an injunction (a) to enforce the RISC and (b) prevent Defendant from further operation of the "Passtime Elite GPS" device before the Class is in default for nonpayment as defined under the RISC.

3. Injunctive Relief in Statutory Enforcement Action

129. To obtain injunctive relief in a statutory enforcement action, all the Class need show is a reasonable likelihood that the statute was violated and that the statute specifically allows injunctive relief.

130. NRS Chapters 97 and 104 were violated as alleged, and said violations also constitute violations of NRS Chapter 598.

131. NRS 104.9625 authorizes a court to "order or restrain collection, enforcement or disposition of collateral on appropriate terms and conditions."

132. A violation of NRS Chapter 598 is actionable pursuant to NRS 41.600, which authorizes equitable relief.

133. The Class seeks all equitable relief that arises from or is implied by the facts, whether or not specifically requested, including an injunction requiring CAG to cease from further operation of the "Passtime Elite GPS" device before the Class is in default for nonpayment as defined under the RISC.

VII. PRAYER FOR RELIEF

WHEREFORE, the Class Representative, MARY GIBBS-BOLENDER, individually and on behalf of all persons similarly situated, requests the following relief against Defendant,

C.A.G. Acceptance, L.L.C.:

1. For both the Class and Subclass A, injunctive relief to enforce the terms of the NAC 97.050 RISCs and prevent Defendant from further operation of the "Passtime Elite GPS" device before the members of the Class are in default for nonpayment as defined under the RISC;
2. For each member of the Class, a computation of a reduced amount owed pursuant to NRS 97.301;
3. For members of Subclass A, statutory damages pursuant to NRS 104.9625(3)(b) for the Class Representative individually in the amount of \$7,102.44, and for each member of Subclass A in an amount to be determined upon full discovery;
4. For members of Subclass A, for the tort of trespass to chattels, loss of use damages for the Class Representative individually in the amount of approximately \$1,736.15 (Ex. 6), and for each member of Subclass A in an amount to be determined upon full discovery;
5. For members of Subclass A, for the tort of trespass to chattels, punitive damages in an amount sufficient to punish Defendant and to deter others from like conduct in excess of \$10,000.00;
6. Attorney's fees and costs,
7. Prejudgment interest; and
8. Such other and further relief as the court deems just and equitable.

DATED this 9th day of September, 2014.

**LEGAL AID CENTER OF
SOUTHERN NEVADA, INC.**

/s/ Sophia A. Medina
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SOPHIA A. MEDINA, ESQ.

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Attorneys for Class

DEMAND FOR JURY TRIAL

Pursuant to NRCP 38, Plaintiff demands a trial by jury of any issue triable of right by a jury.

DATED this 9th day of September, 2014.

**LEGAL AID CENTER OF
SOUTHERN NEVADA, INC.**

/s/ Sophia A. Medina
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Attorneys for Class

EXHIBIT 1

SIMPLE INTEREST VEHICLE CONTRACT FOR SALE AND SECURITY AGREEMENT

SECTION A:

Buyer's Name(s):

Name:

Address:

City:

County:

State:

Zip:

Bus. Phone: ()

Res. Phone: ()

CREDITOR:

Address:

City:

County:

State:

Zip:

Phone: ()

Stock No.:

Salesman:

Date:

SECTION B:

DISCLOSURE MADE IN COMPLIANCE WITH FEDERAL TRUTH IN LENDING ACT.

Your Payment Schedule will be:

(g) means an estimate

ANNUAL PERCENTAGE RATE

The cost of your credit as a yearly rate.

11.99%

FINANCE CHARGE

The dollar amount the credit will cost you.

\$

Amount Financed

The amount of credit provided to you or on your behalf.

\$

Total of Payments

The amount you will have paid after you have made all payments as scheduled.

\$

Total Sales Price

The total cost of your purchase on credit, including your down payment of \$

\$

Number of payments: Amount of payments: When payments are due:

24 \$1,199.00 \$1,199.00 10/21/14

INSURANCE AND BEST CANCELLATION: Credit life insurance, credit disability insurance and best cancellation coverage, which is also known as GAP coverage, are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

	Premium:	Term:	Signature(s):
Credit life:	\$ 1.44	12/24	I want credit life insurance: <input checked="" type="checkbox"/>
Joint credit life:	\$ 1.44	12/24	We want joint credit life insurance: <input checked="" type="checkbox"/>
Credit disability:	\$ 1.44	12/24	I want credit disability insurance: <input checked="" type="checkbox"/>
Credit life and disability:	\$ 1.44	12/24	I want credit life and disability insurance: <input checked="" type="checkbox"/>
Joint credit life and disability:	\$ 1.44	12/24	We want joint credit life and disability insurance: <input checked="" type="checkbox"/>
Best cancellation coverage (GAP coverage):	\$ 1.44	12/24	I want best cancellation coverage (GAP coverage): <input checked="" type="checkbox"/>

You may obtain property insurance from anyone you want that is acceptable to the Creditor on page 1 of 2. If you get the insurance from the Creditor, you will pay \$ 11.99 and the term of the insurance will be 12/24.

SECURITY: You are giving a security interest in the goods or property being purchased.

☒ If checked, you are giving a security interest in the goods or property being purchased.

LATE CHARGE: If a payment is more than 10 days late, you will be charged \$15 or 8 percent of the payment, whichever is less.

PREPAYMENT: If you pay off early, you will not have to pay a penalty.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and penalties.

SECTION C: ITEMIZATION OF AMOUNT FINANCED.

2. Vehicle Selling Price \$19,999.00
- Plus: Documentary Fee \$1,199.00
- (This charge represents costs and profit to the dealer for items such as inspecting, cleaning, adjusting vehicles, and preparing documents related to the sale.)
- Plus: Emissions Inspection Fee \$1.44
- Plus: Other () \$
- Plus: Other () \$
- Plus: Other () \$
- Total Taxable Selling Price \$21,198.44
2. Total Sales Tax \$1,199.00
3. Amounts Paid to Public Officials
- a. Tiling Fee \$
- b. Registration Fee \$
- c. Other \$
- Total Official Fees (Add 3a through 3c) \$
4. Optional, nontaxable, fees or charges
- a. \$
- b. \$
- c. \$
- d. \$
- e. \$
- f. \$
- Total Optional, nontaxable, fees or charges (Add 4a through 4f) \$
5. TOTAL CASH SALES PRICE \$22,397.44

SECTION D: VEHICLE RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT.

This contract is made the 21st (day) of 10 (month) of 2014 (year), between you, the Buyer(s) shown on page 1 of 2, and us, the Seller shown as Creditor on page 1 of 2. Having been quoted a cash price and a credit price and having chosen to pay the credit price (shown as the Total Sales Price in Section B on page 1 of 2), you agree to buy and we agree to sell, subject to all the terms of this contract, the following described vehicle, accessories and equipment (all of which are referred to in this contract as "Collateral").

New or Used: Year and Make: 2014 Ford

Series: 2.0L EcoBoost Body Style: No. 04

If truck, ton capacity:

Manufacturer's Serial Number:

Use for which purchased: ☐ Personal ☐ Business ☐ Agriculture

INCLUDING:

- ☐ Sun/Moon Roof ☐ Air-Conditioning ☐ Automatic Transmission
- ☐ Power Steering ☐ Power Door Locks ☐ Power Seats
- ☐ Power Windows ☐ Tilt Wheel ☐ Vinyl Top
- ☐ Cassette ☐ Cruise Control ☐ AM/FM Stereo
- ☐ Compact Disc Player

DASH WHITE

Color: Tires: Lic. No.

You, severally and jointly, promise to pay us the Total of Payments (shown in Section B) according to the Payment Schedule (also shown in Section B), until paid in full, together with interest after maturity at the Annual Percentage Rate

(If negative, enter 0 and see line 11a) \$ _____

7. Down Payment (Other Than Net Trade-In Allowance):

a. Trade-In Sales Tax Credit \$ _____

b. Cash \$ _____

c. Manufacturer's Rebate \$ _____

d. Deferred Down Payment \$ _____

e. Other () \$ _____

Down Payment (Add 7a through 7e) \$ _____

8. TOTAL DOWN PAYMENT AND NET TRADE-IN ALLOWANCE (Add 6 and 7) \$ _____

9. UNPAID BALANCE OF CASH SALES PRICE (Subtract 6 from 5) \$ _____

10. Plus Optional Insurance and Debt Cancellation Charges*

a. Credit Life Insurance Premium \$ _____

Paid to () Term () \$ _____

b. Credit Disability Insurance Premium \$ _____

Paid to () Term () \$ _____

c. Debt Cancellation Coverage (GAAP Coverage) \$ _____

Paid to () Term () \$ _____

d. Other Insurance \$ _____

Paid to () Term () \$ _____

Total Optional Insurance and Debt Cancellation Charges (Add 10a through 10d) \$ _____

11. Other Amounts Financed*

a. Prior Credit or Lease Balance \$ _____

Paid to () \$ _____

b. \$ _____

Paid to () \$ _____

c. \$ _____

Paid to () \$ _____

Total Other Amounts Financed (Add 11a through 11c) \$ _____

12. TOTAL AMOUNT FINANCED (Add 9, 10 and 11) \$ _____

*Seller may retain or receive a portion of this amount.

STATE DISCLOSURE REQUIREMENTS: The provisions of Section B and Section C are incorporated into this agreement for purposes of state disclosure requirements.

Additional Terms and Conditions: The additional terms and conditions set forth in this contract are a part of this contract and are incorporated herein by reference.

OPTION: _____ You pay no Finance Charge if the Total Amount Financed, Item No. 12, Section C, is paid in full on or before the _____ (day) of _____ (month) of _____ (year).

SELLER'S INITIALS: _____

SECTION E:

☐ If checked, you agree to use electronic records and electronic signatures to document this contract. Your electronic signatures on electronic records will have the same effect as signatures on paper documents. We may designate one authoritative copy of this contract. If we do, the authoritative copy will be the electronic copy in a document management system we designate for storing authoritative copies. We may convert the authoritative copy to a paper original. We will do so by printing one paper copy marked "Original." This paper original will have your electronic signature on it. It will have the same effect as if you had signed it originally on paper.

If you agree to use electronic records and electronic signatures, we will comply with all applicable federal, state and local law and regulations.

UPON ENTERING INTO THIS CONTRACT, YOU WILL RECEIVE A PAPER COPY OF THE ORIGINAL CONTRACT ELECTRONICALLY SIGNED AND COMPLETE WITH ALL TERMS, CONDITIONS AND DISCLOSURES TO TAKE WITH YOU.

NOTICE TO BUYER

Do not sign this agreement before you read it or if it contains any blank spaces. You are entitled to a completed copy of this agreement. If you pay the amount due before the scheduled date of maturity of the indebtedness and you are not in default in the terms of the contract for more than 2 months, you are entitled to a refund of the unearned portion of the finance charge. If you fail to perform your obligations under this agreement, the vehicle may be repossessed and you may be liable for the unpaid indebtedness evidenced by this agreement.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle on page 1 of 2, federal regulation may require a special buyer's guide to be displayed on the window.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT, INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

The text of the preceding two paragraphs is set forth below in Spanish:

Si usted está comprando un vehículo usado mediante este contrato según la descripción del vehículo en la página 1 de 2, la ley federal podrá exigir que la ventanilla demuestre una guía especial para el comprador.

LA INFORMACIÓN QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHÍCULO ES PARTE DE ESTE CONTRATO. LA INFORMACIÓN EN LA FORMA DE VENTANILLA DOMINA CUALQUIER ESTIPULACIÓN CONTENIDA EN EL CONTRATO DE VENTA.

BUYER AND CO-BUYER ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED-IN PAPER COPY OF THE CONTRACT AND THE DISCLOSURE ON PAGE 1 OF 2 AT THE TIME OF SIGNING.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

and any other obligation created in connection with this contract, and assigns, hereby waives any other security interest or mortgage which would otherwise secure your obligations under this contract except for the security interests and assignments granted by you in this contract.

Address where Collateral will be located:

Street _____ City _____

County _____ State _____

Your address after receipt of possession of Collateral:

Street _____ City _____

County _____ State _____

Notice of Rescission Rights

(Option to Cancel)

If the Buyer signs here, the notice of rescission rights on page 2 of 2 is applicable to this contract.

Buyer's signature X _____

Co-Buyer's signature X _____

(c) Used Car Implied Warranty of Merchantability

(2) Waiver of Used Car Implied Warranty of Merchantability

(2) Renuncia de un Carro Usado que implica una Garantía de Mercantil

1. Buyer (Contractor)

2. _____ Buyer (Comprador)

[illegible]

X Raymond J. Hall
I have read and understand the above signature statement.

TERMS AND CONDITIONS ON REVERSE ARE AN INTEGRAL PART OF THIS DOCUMENT.

~~CONFIDENTIAL~~

notice of Rescission Rights (Cancellation Notice). The provisions of this paragraph only apply if you have signed the notice of rescission types on page 1 of 2 in the order. (1) You agree to furnish the Seller any documentation necessary to verify information contained in your credit application. (2) You acknowledge that it may take ten days for the Seller to verify your credit and assign the contract. In consideration of the Seller agreeing to deliver the vehicle you agree that if the Seller is unable to assign the contract to a financing institution with whom the Seller regularly does business pursuant to terms of management acceptance to the Seller, the Seller may act in rescinding the contract. (3) If the Seller decides to rescind the contract, the Seller will, within 20 days after the date of the contract, give you notice of this rescission. Such notice shall be deemed given upon receipt of a written notice of the United States and directed to you at the address you stated in the contract or upon any other address to which actual notice is given to you. Upon receipt of such notice, you shall immediately return the vehicle to the Seller in the same condition as it was sold, complete with and without exception, and the contract shall be deemed rescinded. The Seller agrees, upon rescission of the contract, to return to you all deposits that you have made and to sell the vehicle, including any vehicle, at the full cash price, regardless of interest on the debt. After your notice of the Seller's decision to rescind this contract, you agree to let the Seller, for all purposes, use the vehicle in the manner determined by the Seller in the event of a dispute between you and the Seller.

EXERCISE OF WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT INCLUDE AMOUNTS PAID BY THE CREDITOR HEREUNDER.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle on page 1 of 2, federal regulation may require a special buyer's guide to be displayed on the window.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT.
INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE

Assignment: Seller may transfer this contract to another person ("Assignee"). The person will have all of Seller's rights, promises and remedies. The Seller may assign

the contract unilaterally. Contract Assignees share the contract on

2008-2009

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[illegible]

11. This event may constitute some breach or non-performance of the contract. Seller shall, upon demand and irrespective of whether the contract is made, perform, or is capable of performance, pay to Buyer the agreed balance of the contract plus interest, or such other amount agreed to by Seller and Assignee. Assignee by suit or of assent or otherwise, Seller shall be deemed to have made payment to the holder of the contract if Seller or Assignee has assigned the contract to Assignee. Seller shall not be liable for any other remedies provided by law for non-performance or breach of contract in the event of any proceedings commenced by Assignee against Buyer with respect to the contract, recovery or the contract. If Buyer asserts as a defense, suit or counterclaim any act, omission or default by Seller, Seller shall forthwith on demand reimburse the contract for the amount set forth above. The provisions of this assignment shall be binding on the heirs, representatives, successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Assignee. The above assignment provisions apply and are in addition to any obligations of Seller as provided in the paragraph below assigned by Seller.

1. **REPRESENTATION:** Seller absolutely and unconditionally guarantees the prompt payment of either the total unpaid amount of the contract and any accrued interest or such other amount agreed to by Seller and Assignee in a separate agreement, together with all costs, expenses and reasonable attorney's fees incurred in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this guaranty or default of Buyer, or arising by reason of any extension of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and waives any and all defenses arising out of the guaranty relationship.

2488

1999

1. **REPURCHASE:** In the event of default by the Buyer under any of the terms or conditions of the contract, Seller will repurchase and repurchase the Collateral, or if the Collateral has already been repurchased, Seller will repurchase the Collateral at the place of repossession or recovery. The Collateral will be repurchased in any event if it is, at any time prior to the then payment in full of the contract and any accrued interest, in such other amount agreed to by Seller and Assignee in a separate agreement or in effect as at the date, together with all costs, expenses and reasonable attorney's fees incurred by Assignee in the collection of said amount. Seller retains all defenses arising by reason of any breach of the contract or assignment of this agreement or default of Buyer, or arising by reason of extension of time given to Buyer, or by reason of any security for the debt or interest of the Buyer in the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and without all other defenses that might otherwise have been available. At the time of repurchase, Seller shall pay to Assignee the purchase price in cash and Assignee, by receipt in Seller's without recourse and without warranties, express or implied, all title retention or lien instruments and all contracts or promissory notes which assignee then holds upon such Collateral.

2012

Figure 1

LIMITED ENDORSEMENT: In the event of default of Buyer before Buyer shall have paid the first _____ installments under the foregoing contract, Assignee may reassign the contract to Seller and Seller agrees, upon tender of such reassignment and in consideration thereof to pay to Assignee after the then unpaid balance of the contract and any accrued interest, or such other amount agreed to by Seller and Assignee in a separate agreement as in effect as of the reassignment, together with all costs, expenses and reasonable attorney's fees incurred in the collection of said amount. Seller waives all defenses arising by reason of any failure to make payment in accordance with the terms of this agreement or default of Buyer, or arising by reason of any extension of time given to Buyer, or by reason of any failure by Assignee to sue Buyer or the collateral or other security of Buyer or to resort to other remedy or remedies which may be available, and Seller waives any other defenses that might otherwise have been available.

2000



2. **ATTENTION REQUIRED:** The following information is for the use of the Department of Transportation and is not to be used for any other purpose.

115

11

Case No. 23-25 (12:2)

EXHIBIT 2



OPERATION INSTRUCTIONS

Congratulations on the purchase of your vehicle and your loan with CAG Acceptance!

We just installed a Passtime Elite GPS system in your car. The unit communicates via satellite and cellular network towers. The anti theft feature is a delayed start. To operate, you turn your key to the "on" position (where the dash lights come on). Wait 2 seconds and you will hear 2 beeps. After you hear the beeps you start your car as normal. If you do not wait the two seconds in the "on" position before attempting to start your car, the vehicle will act as if you have a dead battery. You will have to turn the key back to the "off" position for five full seconds. You will hear one single beep, which means the unit has reset. You can then turn the key to the "on" position, and go through the above procedure again. This makes it a little harder for the car to get stolen should someone obtain your keys, but not know the operating procedure. The other part is a GPS locating system. Make sure you ask your insurance company if you can get an insurance discount for this GPS enabled anti-theft device; many of our customers are experiencing a reduction in their insurance premiums of about \$25.00 a month.

The primary purpose of this device is to keep track of your payments. On the date your payment is due, you will hear a reminder tone when you start your car. This does not interfere with the use of your vehicle and only serves as a reminder that your payment is due that day. You are given a two day grace period after your payment is due to get your payment to CAG Acceptance, and this warning code will be heard until the payment is registered. On the third day, if payment is not received, your vehicle will not start. When you make your payment to CAG Acceptance, upon posting of your payment, the internet based system sends a signal to the unit in your vehicle which enables you to continue use of your vehicle hassle-free. You don't need to push any buttons or do anything once your payment is posted to your account. You may need to call CAG Acceptance if you have questions regarding how your payments are applied and the best way to ensure your payments are received and posted timely.

The Passtime Customer Service Team is available 24 hours a day, seven days a week. If you're having problems call 1-800-865-3260. As long as your payment has been made on time, the Passtime support team can help. You may be asked to pull out the remote control you are being provided with today. The remote is also used for other features such as your emergency code and valet mode (see instruction pamphlet). The remote is the key to Passtime's backup plan, so the remote should remain in your vehicle *at all times*. This first remote is included; if you need a replacement it will cost \$50.00.

At the end of your loan, please contact CAG Acceptance and make an appointment to have the unit removed from your vehicle. The unit and remote is not charged to you because it belongs to CAG Acceptance, if you fail to bring it back, you will be charged \$300.00 and may not receive a release of lien without the payment of this fee or the return of the unit.

1208 W. BROADWAY RD., MESA, AZ. 85202
 PO BOX 40488, MESA, AZ. 85274-0488
 (480) 945-0271
 (800) 689-2444
WWW.CAGLOAN.COM

Passtime (800) 865-3260

EXHIBIT 3

P.O. BOX 40488
MESA, AZ 85274-0488
WWW.CAGLOAN.COM



(480) 945-0271
(800) 689-2444
FAX (480) 425-2570

September 12, 2013

MARY GIBBS-BOLENDER
3151 SOARING GULLS DR 1081
LAS VEGAS, NV 89128

DEAR MARY A GIBBS-BOLENDER :

Congratulations on the purchase of your new vehicle. On behalf of all of our employees, we would like to extend to you our appreciation for your business.

• Your payments are scheduled on a monthly basis. This means that you must pay one payment on the same day each month.

As a CAG Acceptance customer, you have several options of how you can make your payments to us:

1. You may, during the business hours of 8:00 am to 4:00 pm, Monday through Friday, bring your payment to our CAG Acceptance Offices, as follows:
Mesa: 1208 W. Broadway Road, Mesa, AZ 85202
Las Vegas: 3470 Boulder Highway, Las Vegas, NV 89121 (inside Chapman Value Center)
Payments not received by 4 pm will be posted the next business day.
2. After hours you may use our Night Drop Box at the Mesa location mentioned above.
3. You may also mail your payments to the address at the top of this letter.
4. Make Checks or money orders payable to: C.A.G. Acceptance, L.L.C.
5. Pay with ACH, Debit or Visa, Discover or Mastercard (**A SERVICE FEE IS CHARGED) by:
 - Online 24 hours a day at WWW.CAGLOAN.COM. Your password is the last four digits of the primary account holder's social security number. Please call our office during regular office hours to obtain your login user name before attempting to process your first payment.
 - Calling our office during regular office hours Monday – Friday 8:30 am – 4:30 pm at (480) 945-0271 or (800) 689-2444 and speaking with a customer representative
 - PAYMENTS MADE VIA ACH, DEBIT OR CREDIT CARD MUST BE MADE BY 3:45 PM ARIZONA TIME OVER THE PHONE WITH A REPRESENTATIVE TO POST TO YOUR ACCOUNT THE SAME DAY. OTHERWISE, PAYMENTS ARE POSTED THE NEXT BUSINESS DAY.

• Your first payment in the amount of \$ 389.43 is due on 10-21-2013.

C.A.G. Acceptance does not provide you with a payment coupon book; therefore it is IMPORTANT to clearly print your NAME and ACCOUNT NUMBER on your check or money order when making your payment. After the payment has been posted to your account, you will receive a payment receipt showing your next payment due date and amount due.

• Your new loan number is: 21867

If you should have any questions concerning your loan, or need our assistance, please do not hesitate to contact our Customer Service Department at (480) 945-0271. Again, thank you for the opportunity of allowing us to serve your financial needs.

Sincerely,

C.A.G. ACCEPTANCE, L.L.C.

EXHIBIT 4

NOV-22-2013 09:10 From: 102-457-1119

10130240850

PAGE 1 OF 4

P.O. BOX 40488
 MESA, AZ 85274-0488
 WWW.CAGLOAN.COM



(480) 945-0271
 (800) 689-2444
 FAX (480) 425-2570

LOAN MODIFICATION AGREEMENT

November 21, 2013
 MARY GIBBS-BOLENDER
 8070 W RUSSELL RD
 LAS VEGAS, NV 89113
 Account: 21867
 Collateral: 2005 CHRYSLER TOWN & COUNTRY
 VIN# 2C4GP44R85R469523

1097

C.A.G. Acceptance Use Only	
EMPLOYMENT: <input type="checkbox"/> Verbal <input type="checkbox"/> Written Date:	CO EMPLOYMENT: <input type="checkbox"/> Verbal <input type="checkbox"/> Written Date:
RESIDENCY: <input type="checkbox"/> Verbal <input type="checkbox"/> Written Date:	RESIDENCY: <input type="checkbox"/> Verbal <input type="checkbox"/> Written Date:
INSURANCE: <input type="checkbox"/> Verbal <input type="checkbox"/> Written Date:	VERIFIED BY:
APPROVED BY: <i>[Signature]</i>	DATE PROCESSED:

CAG Acceptance, L.L.C., ("we" or "us"); Motor Vehicle Contract and Purchase Money Security Agreement ("Contract")

You have requested that we modify your Account and Contract as indicated below. You acknowledge that this Modification changes your Contract: **DUE DATE CHANGE**

- ☒ Grant a due date change on the Contract.
☒ Others (specify): **GRANTING DUE DATE CHANGE FROM November 21st, 2013 to December 1st, 2013.**
☒ You agree to pay us a processing fee of \$0.00 for any extension, due date, payment amount or payment schedule changes.

[Signature] INITIAL HERE: If applicable, As a result of this Modification, your next scheduled payment is due on: **December 1st, 2013**, and your next payment after that due date will be due on **January 1st, 2013**.

You acknowledge and understand that: (1) this Modification is granted at the request of and as an accommodation to you; (2) the processing fee (as applicable) may be limited by applicable law and represents a portion of our actual costs and expenses associated with the collection, processing and documentation of the modification; (3) no interest is charged on the processing fee; (4) we are not obligated to modify your Contract again; (5) every term and condition of the Contract is binding and in full force and effect, except as amended by this Modification; (6) to the best of your knowledge, you do not have any defenses or claims against us under the Contract or, **TO THE EXTENT YOU HAVE ANY SUCH DEFENSES OR CLAIMS, YOU WAIVE THEM.**

This Modification and the Contract, together, constitute the complete and final agreement between you and C.A.G. Acceptance, L.L.C., concerning the sale and financing of the vehicle you purchased. No prior statements or understandings apply.

This Agreement shall be construed in accordance with the laws of the state in which you purchased the vehicle, without giving effect to its conflicts of law principles. This Agreement may be executed in counterparts. One of more counterparts of this Agreement may be delivered via facsimile with the intention that they shall have the same effect as an original executed counterpart. The parties agree that each party may accept and rely upon any facsimile signature of the other party as an original signature for all purposes.

Customer:

[Signature]
Signature

Co-Customer:

Signature

CAG Acceptance, L.L.C.: Milo Trevizo - Collections Manager

Signature

By Signing This Modification, Customer, Co-Customer And Co-Signer (As Applicable) Acknowledge Receipt Of A Copy Of This Modification.

This Document Is Not Valid Until Signed By A C.A.G. Acceptance, L.L.C. Manager

THIS IS AN ATTEMPT TO COLLECT A DEBT.

ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

P.O. BOX 40488
 MESA, AZ 85274-0488
 WWW.CAGLOAN.COM



(480) 945-0271
 (800) 688-2444
 FAX (480) 425-2570

November 21, 2013

MARY A GIBBS-BOLENDER

21867-1

Account Modification - Information Update

This form must be completed in its entirety and all additional documents must be provided in order for your account modification request to be considered for approval. Failure to complete this form and provide the requested documents will delay this process and may result in your request being denied.

BUYER'S INFORMATION:

Current Address: 8070 W Russell Rd City: LV State: NV Zip: 89113
 Mailing Address: SAME City: _____ State: _____ Zip: _____
 Home Telephone: (____) _____ Cell Telephone: (____) 513-9150
 E-mail: marygibbs@comcast.net
 Employer: Bojangles Work Telephone/Extension: (____) _____ ext. _____
 Please provide a copy of your two most recent pay check stubs
 Job Title: _____ Start Date: _____ Salary: _____
 Address: _____ City: _____ State: _____ Zip: _____

CO-BUYER'S INFORMATION (If Applicable):

Current Address: _____ City: _____ State: _____ Zip: _____
 Mailing Address: _____ City: _____ State: _____ Zip: _____
 Home Telephone: (____) _____ Cell Telephone: (____) _____
 E-mail: _____
 Employer: _____ Work Telephone/Extension: (____) _____ ext. _____
 Please provide a copy of your two most recent pay check stubs
 Job Title: _____ Start Date: _____ Salary: _____
 Address: _____ City: _____ State: _____ Zip: _____

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 (800) 689-2444
 FAX (480) 425-2870

VEHICLE INFORMATION:

License Plate Number: 388UPH License Plate State: NV Vehicle Color: White

VEHICLE INSURANCE INFORMATION:

Please include an updated copy of your insurance card and/or insurance policy declarations page. Failure to provide this will delay this process and may result in your request being denied.

Insurance Company: GEICO Policy#: 388 41323-46-74-66
 Agent's Name: GEICO Policy Expiration Date: 3/2014
 Agent's Number: _____

UPDATE REFERENCE INFORMATION:

Family Members: none

01. Name: _____ Relationship: _____ Address: _____
 City: _____ State: _____ Zip: _____ Home Telephone: _____
 Cell Telephone: () _____
02. Name: _____ Relationship: _____ Address: _____
 City: _____ State: _____ Zip: _____ Home Telephone: _____
 Cell Telephone: () _____
03. Name: _____ Relationship: _____ Address: _____
 City: _____ State: _____ Zip: _____ Home Telephone: _____
 Cell Telephone: () _____

Friends:

04. Name: Judy Mitchell Relationship: Friend Address: _____
 City: LV State: NV Zip: _____ Home Telephone: _____
 Cell Telephone: () 702 448-4785
05. Name: Shirley Mitchell Relationship: Friend Address: _____
 City: LV State: NV Zip: _____ Home Telephone: _____
 Cell Telephone: () 702 448-2872
06. Name: Danielle Mitchell Relationship: Friend Address: _____
 City: LV State: NV Zip: _____ Home Telephone: _____
 Cell Telephone: () 702 772-0979

P.O. BOX 40488
 MESA, AZ 85274-0488
WWW.CAGLOAN.COM



(480) 945-0271
 (800) 689-2444
 FAX (480) 425-2570

Authorization / Consent For Communication via Electronic Services

CAG Acceptance, LLC understands that sometimes communication is not possible via telephone. To better serve our customers we ask that you sign this authorization to electronically transmit confidential information to you and/or your representative via Email, Text and/or other forms of electronic communication. This authorization will remain in effect until rescinded in writing.

Your carrier's text and data rates may apply; please review your individual plan for confirmation.

Loan / Account #: 21867
 Customer Primary email: marcibolender@gmail.com
 Secondary email: N/A
 Service Provider for SMS/ Text: T-Mobile
 Cell Phone Number: 702-513-9180

Co-Customer Primary email: _____
 Secondary email: _____
 Service Provider for SMS/ Text: _____
 Cell Phone Number: _____

Marcia Gibbs Bolender
 Printed Name

Signature

Date

11/22/13

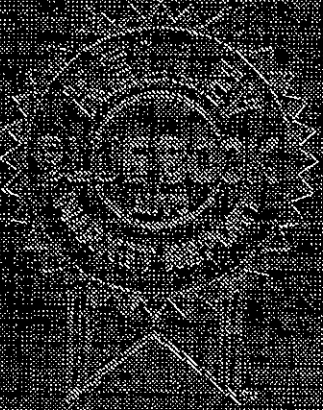
Co-Customer Printed Name

Co-Customer Signature

Date

☐ I do not wish to receive any form of electronic communications from CAG Acceptance, LLC.
 (Check box & Initial)

EXHIBIT 5



OFFICIAL GUIDE
FOR U.S. COAST GUARD

Over 100 Years

1790-1890

1890-1990

U.S. COAST GUARD VESSEL

1890-1990

Kelley Blue Book



OLDER CAR GUIDE 1993-2006 Models

Vol. 87

May-August 2013

No. 8

LEE KELLEY *Founder*
BRAD PICKETT *Director, Industry Relations*
KELLY J. SALAZAR *Director, Publications*
JOE SCHROEDER *Manager, Vehicle Valuations*
ALEX PARR *Senior Analyst*
MARTIN C. SOKOL *Senior Analyst*
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Official Guide Since 1926

INFORMATION AND EXPLANATION

These values are the opinion of the staff and management of Kelley Blue Book and are arrived at after careful study of information we deem reliable. However, we assume no responsibility for errors or omissions.

LIST PRICES represent the original suggested retail price (including destination charges) for vehicles equipped as indicated on the equipment chart.

AUCTION VALUE is what a vehicle is expected to sell for at wholesale auction. The Auction Value assumes the seller has properly disclosed the condition of the vehicle (including flood or frame damage). It does not include buyer's fees or the buyer's transportation costs and assumes the vehicle has not yet been fully inspected, inspected and prepared for retail sale.

LENDING VALUE is a listed benchmark value for wholesale and retail lenders. Based on Kelley Blue Book's Auction Value, the Lending Value assumes that the vehicle is in good to excellent condition, fully reconditioned, inspected and prepared for retail sale.

SUGGESTED RETAIL VALUE represents dealer's asking price and is the starting point for negotiation. This value assumes that the vehicle has been fully reconditioned and has a clean title history.

EQUIPMENT SCHEDULES are provided for cars on pages 11 through 35 and for trucks/vans on pages 36 through 50. To the right of each model heading is the schedule that particular model should use. Base prices for all models include the equipment as indicated by asterisks on the equipment charts plus Add'l. Any equipment following a model listing will supersede equipment listed on a chart.

Values to be deducted are enclosed in parentheses.

Add or subtract for each item that is listed separately even if it is part of a package you have already added to, or if it is original standard equipment.

Premium Sound refers to a complete upgraded sound system (i.e., Bose, JBL, Infinity) not simply speakers or an equalizer.

Premium Wheels are a special or upgraded set of wheels, not just a set of alloy wheels. This would be used for custom, designer or chromed alloy wheels. Add for either but not both.

Navigation System applies to a built-in dashboard or console-mounted global positioning system.

Rear Spoiler (factory type) built-in trunk-mounted spoilers, it does not apply to "lip-spoilers" that are merely a raised contour in the trunk lid.

INFORMATION AND EXPLANATION

RETAIL MARK-UP FOR EQUIPMENT is as follows:

W/S	RTL	W/S	RTL	W/S	RTL	W/S	RTL	W/S	RTL
25	35	225	300	425	565	625	835	825	1100
50	65	250	335	450	600	650	865	850	1135
75	100	275	365	475	635	675	900	875	1165
100	125	300	400	500	665	700	935	900	1200
125	155	325	435	535	700	725	965	925	1235
150	200	350	465	550	735	750	1000	950	1255
175	235	375	500	575	765	775	1035	975	1300
200	265	400	535	600	800	800	1065	1000	1335

MLEAGE ADJUSTMENT SCHEDULES appear on pages 8 through 34. These give an amount to be added or deducted from the wholesale and retail values for what we consider to be low or excess mileage. The mileage charts are not established by average miles driven per year. Instead the charts reflect acceptable mileage as demonstrated by the market. The mileage adjustment is the same for wholesale and suggested retail.

Use the base lending value (excluding equipment) to determine which column on the chart to use. Disregard the rightmost three digits of the vehicle's mileage when determining the adjustment. The rightmost column gives percentages, instead of dollar amounts, for higher priced vehicles. The percentages should be applied to the base wholesale point value (excluding equipment). The result should be rounded to the nearest \$25.

Regardless of the amount of equipment or mileage adjustments, the wholesale and retail values should not be reduced below 80% of the base values.

CONDITION is of prime importance! Remember the lending value in the guide refers to a clean vehicle ready for resale. Appropriate amounts should be deducted for any needed reconditioning. Likewise, appropriate amounts should be added for exceptionally clean vehicles, vehicles with extremely low miles and vehicles which are under warranty by the factory or dealer.

Vehicles that have been completely restored are worth a great deal more than the values shown in this guide. This publication makes no attempt to value these vehicles.

2005 MILEAGE CHART

Miles x 1000	BASE WHOLESALE BLUE BOOK DOLLAR VALUE							
	50- 2000	2001- 3000	3001- 4000	4001- 5000	5001- 6000	6001- 7000	7001- 8000	8001 + up
27	800	1000	1200	1400	1600	1800	2000	2200
36	850	1050	1250	1450	1650	1850	2050	2250
45	900	1100	1300	1500	1700	1900	2100	2300
54	950	1150	1350	1550	1750	1950	2150	2350
63	1000	1200	1400	1600	1800	2000	2200	2400
72	1050	1250	1450	1650	1850	2050	2250	2450
81	1100	1300	1500	1700	1900	2100	2300	2500
90	1150	1350	1550	1750	1950	2150	2350	2550
99	1200	1400	1600	1800	2000	2200	2400	2600
108	1250	1450	1650	1850	2050	2250	2450	2650
117	1300	1500	1700	1900	2100	2300	2500	2700
126	1350	1550	1750	1950	2150	2350	2550	2750
135	1400	1600	1800	2000	2200	2400	2600	2800
144	1450	1650	1850	2050	2250	2450	2650	2850
153	1500	1700	1900	2100	2300	2500	2700	2900
162	1550	1750	1950	2150	2350	2550	2750	2950
171	1600	1800	2000	2200	2400	2600	2800	3000
180	1650	1850	2050	2250	2450	2650	2850	3050
189	1700	1900	2100	2300	2500	2700	2900	3100
198	1750	1950	2150	2350	2550	2750	2950	3150
207	1800	2000	2200	2400	2600	2800	3000	3200
216	1850	2050	2250	2450	2650	2850	3050	3250
225	1900	2100	2300	2500	2700	2900	3100	3300
234	1950	2150	2350	2550	2750	2950	3150	3350
243	2000	2200	2400	2600	2800	3000	3200	3400
252	2050	2250	2450	2650	2850	3050	3250	3450
261	2100	2300	2500	2700	2900	3100	3300	3500
270	2150	2350	2550	2750	2950	3150	3350	3550
279	2200	2400	2600	2800	3000	3200	3400	3600
288	2250	2450	2650	2850	3050	3250	3450	3650
297	2300	2500	2700	2900	3100	3300	3500	3700
306	2350	2550	2750	2950	3150	3350	3550	3750
315	2400	2600	2800	3000	3200	3400	3600	3800
324	2450	2650	2850	3050	3250	3450	3650	3850
333	2500	2700	2900	3100	3300	3500	3700	3900
342	2550	2750	2950	3150	3350	3550	3750	3950
351	2600	2800	3000	3200	3400	3600	3800	4000
360	2650	2850	3050	3250	3450	3650	3850	4050
369	2700	2900	3100	3300	3500	3700	3900	4100
378	2750	2950	3150	3350	3550	3750	3950	4150
387	2800	3000	3200	3400	3600	3800	4000	4200
396	2850	3050	3250	3450	3650	3850	4050	4250
405	2900	3100	3300	3500	3700	3900	4100	4300
414	2950	3150	3350	3550	3750	3950	4150	4350
423	3000	3200	3400	3600	3800	4000	4200	4400
432	3050	3250	3450	3650	3850	4050	4250	4450
441	3100	3300	3500	3700	3900	4100	4300	4500
450	3150	3350	3550	3750	3950	4150	4350	4550

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ADD figures in shaded areas. DEDUCT figures in white areas

2005 WHOLESALE FACTORY EQUIPMENT

Equipment	1	2	3	4	5	6
Premium Sound.....	100	100	50	50	50	50
Video/DVD.....	200	200	200	200	200	200
Navigation System.....	250	250	250	250	250	250
Leather.....	250	250	250	250	250	250
Panoramic Roof.....	300	300	175	175	175	175
Rear Spoiler.....	25	25	25	25	25	25
Parking Sensors.....	175	125	75	25	25	25
Backup Camera.....	200	200	200	200	200	200
Alloy Wheels.....	250	250	250	250	250	250
Premium Wheels.....	250	250	75	75	80	25
Premium Wheel Set.....	450	450	175	175	125	75
Roof Rack (Bike).....	25	25	25	25	25	25
Third Seat (Wagon).....	350	175	175	175	125	125
DEDUCT FOR:						
no ABS.....	—	—	(75)	(25)	(25)	(25)
no Power Windows.....	—	—	—	—	(100)	—
no Power Locks.....	—	—	—	—	(25)	—
no Tilt Wheel.....	—	—	—	—	—	—
no Leather.....	(175)	(175)	—	—	—	—

*—EQUIPMENT INCLUDED IN BASE PRICE

SEE PAGE 5 FOR EQUIPMENT RETAIL

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